

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

TRUSTEES OF ROOFERS LOCAL NO. 33 PENSION)
FUND, THRIFT FUND AND INSURANCE FUND)
Plaintiffs)
) C.A. NO. 04-12152-PBS
v.)
)
C&C CORNICE COMPANY)
Defendant)
_____)

DECLARATION OF PAUL LITTIG

Paul Littig, being duly sworn, says:

1. That I am presently the Administrator of the Roofers Local 33 Pension Fund, Thrift Fund and Insurance Fund.
2. In that capacity I am responsible for receiving the contributions due to these employee benefit funds (referred to collectively as “the Funds”) from employers such as defendant that have entered into collective bargaining agreement with Roofers Union Local No. 33. Pursuant to that agreement, signatory employers such as defendant have agreed to make contributions to the Funds at specified hourly rates for each hour of work covered by the collective bargaining agreement that their employees perform.
3. Defendant C&C Cornice Company has failed to make contributions and payments to plaintiffs for hours of work performed by its employees, and the Funds have calculated that defendant is delinquent in its contributions and payments due to the Funds

based on those hours of work through October 2004 at the applicable hourly contribution rates in the principal amount of \$34,106.97.

4. The collective bargaining agreement referenced above upon which defendant's contribution obligation is based provides for interest on delinquent contributions to be assessed at the prime rate and such interest is also expressly mandated by law. 29 U.S.C. §1132(g)(2)(B).

5. The Funds have calculated the interest charges on the principal amount owed to the Funds by C&C Cornice Company based on the applicable interest rate computed to November 22, 2004 to be \$225.26.

6. The collective bargaining agreement referenced above provides, in addition to interest, for liquidated damages to be assessed on delinquent contributions at the rate of 20% of the principal amount due in the event the plaintiffs are required to sue to collect the delinquency, and such liquidated damages are also expressly mandated by law. 29 U.S.C. §1132(g)(2)(C).

7. The Funds have calculated the liquidated damages of 20% on the principal amount owed to be \$6,821.39.

8. The reasonable attorney's fees for instituting and prosecuting this action that are required by the relevant collective bargaining agreements and that are also expressly mandated by law, 29 U.S.C. §1131(g)(2)(D), are \$820.00.

9. The costs incurred by the plaintiff in bringing this action consisting of filing and service fees total \$192.92.

10. The total amount owed to the Funds by defendant consisting of the separate amounts listed in paragraphs 3 through 9 of this declaration, totals \$42,166.54.

11. The defendant is neither an infant and/or an incompetent person, nor in the military services of the United States.

I declare under the penalties of perjury that the foregoing is true and correct this 30th day of November, 2004.

/s/ Paul Littig

Paul Littig, Administrator
Roofers Local 33 Fring